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17 UNITED STATES DISTRICT COURT
18 EASTERN DISTRICT OF CALIFORNIA

19 CALIFORNIA SPORTFISHING
20 PROTECTION ALLIANCE,

21 Plaintiff,

22 vs.

23 PACIFIC BELL TELEPHONE COMPANY,

24 Defendant.
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CASE NO. 2:21-cv-00073-DAD-JDP

**STIPULATION CONCERNING WAIVER
OF APPEAL AND PAYMENT OF
ATTORNEYS' FEES**

1 Defendant Pacific Bell Telephone Company ("Pacific Bell") and Plaintiff California
2 Sportfishing Protection Alliance ("CSPA") (together, the "Parties") hereby stipulate and agree as
3 follows:

4 **WHEREAS**, CSPA filed this action against Pacific Bell on January 14, 2021;

5 **WHEREAS**, on November 5, 2021, the Court entered a Consent Decree resolving the
6 claims in this action (Dkt. 22), which was later vacated on July 31, 2023 (Dkt. 55);

7 **WHEREAS**, in an effort to reduce the cost and expense associated with litigation, the
8 Parties resolved this matter pursuant to the terms of an Amended Final Consent Decree (the "Final
9 Consent Decree");

10 **WHEREAS**, the Parties agreed that Pacific Bell, in entering the Final Consent Decree,
11 made no admission of liability or of any issue of law or fact whatsoever regarding the claims made
12 by CSPA;

13 **WHEREAS**, on November 7, 2024, the Court entered the Final Consent Decree (Dkt. 165)
14 resolving the merits of this action, and providing that the amount of any award of legal fees and
15 costs to Plaintiff would subsequently be determined by the Court;

16 **WHEREAS**, CSPA filed a motion for attorneys' fees and costs on October 31, 2024 (Dkt.
17 156);

18 **WHEREAS**, on September 30, 2025, the Court entered its Order on Attorneys' Fees and
19 Subpoena Cost-Shifting (Dkt. 178), awarding CSPA attorneys' fees in the amount of \$1,227,991.75
20 (the "Fees") and denying all other requested costs (the "Fee Order");

21 **WHEREAS**, on October 23, 2025, the Parties and counsel for BTB/MTS jointly filed a
22 Stipulation and Proposed Order (Dkt. 186) that the Court subsequently entered (Dkt. 187), which,
23 among other things, stated that CSPA's motion for attorneys' fees and costs (Dkt. 156) would be
24 bifurcated from any potential modification based on BTB/MTS's pending motion for
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1 reconsideration and memorandum in support of reconsideration (Dkts. 179 and 180, respectively),
2 and nothing in any ruling on the pending motion for reconsideration from BTB/MTS would have
3 any effect on the finality or appealability of the Order (Dkt. 178) as it concerns and relates to CSPA
4 and Pacific Bell;

5
6 **WHEREAS**, on October 23, 2025, counsel for the Parties met and conferred regarding the
7 Fee Order, and at that conference agreed that neither Party would appeal or otherwise seek
8 reconsideration of the Court's Fee Order as it relates to CSPA's application for fees and costs (Dkt.
9 156);

10 **WHEREAS**, based on the foregoing, including CSPA's agreement not to appeal or
11 otherwise seek reconsideration of the Fee Order, Pacific Bell agreed to pay CSPA the Fees awarded
12 by the Court in the Fee Order by no later than January 6, 2026; and

13 **WHEREAS**, the Parties now desire to memorialize their agreement and to facilitate prompt
14 payment of the amount awarded.

15
16 **NOW, THEREFORE**, in consideration of the foregoing, the Parties stipulate and agree as
17 follows:

18 **1. Waiver of Appeal.** CSPA and Pacific Bell each irrevocably waive and relinquish
19 any right to appeal, petition for writ, or otherwise seek review or reconsideration of the Fee Order
20 as it relates to CSPA's application for fees and costs, including without limitation any right under
21 28 U.S.C. §§ 636, 1291, 1292, or Federal Rule of Civil Procedure 72.

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23 **2. Bifurcation of Issues.** The Parties reiterate their agreement that anything ordered
24 pursuant to the docketed motion for reconsideration by BTB/MTS in the above-captioned action
25 (Dkt. 180) is deemed bifurcated from and will have no effect on the finality or appealability of the
26 Order at Dkt. 178 as it concerns and relates to CSPA and Pacific Bell. Nothing in this stipulation
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Bank Name: JPMorgan Chase Bank, NA

Account No.: 80008538474


5. No Waiver of Other Rights. Nothing in this Stipulation alters, amends, or affects the Final Consent Decree, the Fee Order, or any other order of the Court, except as expressly provided herein.

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1 Dated: November 21, 2025

CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE


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3 By:


Chris Shutes, Executive Director

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5 Dated: November 21, 2025

PACIFIC BELL TELEPHONE COMPANY

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7 By:


Sarah Teachout, Senior Vice President and Assistant
General Counsel

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9
10 The filer of this document attests that all signatories listed above, and their counsel of record,
11 have concurred in the filing of this document.
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